

# BROKERAGE LISTING AGREEMENT



Please help us to process this form as quickly as possible by using BLOCK CAPITALS. Red bits are mandatory. These details may be used in a sales contract so please ensure all dates and dimensions are as accurate as possible. Please don't forget to read and sign the legal agreement on the back page. Thank you!

Ref

## Section 1: The Owner

**FULL NAME OF OWNER/S:**

**Phone:** (day)

**Address:**

(eve)

(mob)

(fax)

**Postcode:**

**Email:**

**Reason for selling:**

If you are buying again, what will you be looking for next?

What made you choose Maiden Marine?

## Section 2: Yacht Description

**Boat name:**

**Previous name(s):**

**Builder:**

**Model:**

**Designer:**

**Year built:**

**Hull no.:**

**LOA:**

**LWL:**

**Beam:**

**Disp.:**

**Is she Registered?** LDNPA  
Small Ships Register

**Draft:**

min/max

**Colour:**

## Section 3: Yacht Construction

**Hull(s):**

**Deck:**

**Superstructure:**

**Keel configuration** (please tick) Fin  Bilge  Swing  Lifting  Long  Twin  Wing

**Steering type:**

TILLER / WHEEL

**Rudder type:**

(eg spade)

**Has yacht had epoxy treatment?**

(if yes please give details including year and system used)

## Section 4: Yacht Mechanicals

**Engine make/model:**

**Power:**

Diesel

Petrol

**Age:**

**Last serviced:**

**Configuration:**

Inboard

Outboard

In well

Saildrive

**Control type:**

TILLER / REMOTE

**Type of prop:**

(eg 2 blade fixed)

**No. of batteries:**

**Age:**

**Method of charging:**

**Shore power?**

**Battery charger?**

**Fuel tank capacity:**

**Water tank capacity:**

## Section 5: Sails & Rig

<b>Sail plan</b> (eg Bermudan, ketch)	Spar maker:	Material:		
Standing rigging: Stainless wire <input type="checkbox"/> rod <input type="checkbox"/> other <input type="checkbox"/>	Running rigging: Braid on braid <input type="checkbox"/> Spectra <input type="checkbox"/> other <input type="checkbox"/>			
Mast step keel <input type="checkbox"/> deck <input type="checkbox"/>	Mainsail reefing	Foresail reefing		
Rigged for Spinnaker?	Spinnaker Pole: Conventional <input type="checkbox"/> or Asymmetric <input type="checkbox"/>			
<b>Sails:</b>	Type	Maker	Condition	Age
1				
2				
3				
4 Spinnaker?	Conventional			
5	Asymmetric			

<b>Section 6: Accommodation</b> (please state make & type where applicable)				
No. of berths:	No. of cabins:	Aft cabin? <input type="checkbox"/>	Upholstery:	
Cooker Type: Hob <input type="checkbox"/>	No. of burners:	Oven <input type="checkbox"/>	Grill <input type="checkbox"/>	Fuel Type:
Microwave: <input type="checkbox"/>	Sink(s) ___ material:	Other:		
Water: cold <input type="checkbox"/> hot <input type="checkbox"/> manual <input type="checkbox"/> pressurised <input type="checkbox"/>	How is water heated?			
Icebox <input type="checkbox"/>	Fridge <input type="checkbox"/>	Freezer <input type="checkbox"/>		
Toilet: <input type="checkbox"/>	(sea <input type="checkbox"/> chemical <input type="checkbox"/> )	Holding tank	Hand basin? <input type="checkbox"/>	
Shower <input type="checkbox"/>	Cabin heating <input type="checkbox"/>	Headroom (at main hatch)		

<b>Section 7: Inventory</b> (please state make & type, where known)			
Compass <input type="checkbox"/>	Echo sounder <input type="checkbox"/>	Log /speed <input type="checkbox"/>	Wind / Speed / Dir <input type="checkbox"/>
VHF <input type="checkbox"/>	GPS <input type="checkbox"/>	Radar <input type="checkbox"/>	Chart Plotter <input type="checkbox"/>
Autopilot <input type="checkbox"/>	Other:	Any of these interfaced?	
Anchor:	Chain:	Warp:	Windlass: Electric Yes/No
Clock <input type="checkbox"/>	Barometer <input type="checkbox"/>	Horn <input type="checkbox"/>	Bilge pump(s) <input type="checkbox"/>
Boathook <input type="checkbox"/>	Nav lights <input type="checkbox"/>	Gas alarm <input type="checkbox"/>	Boarding ladder <input type="checkbox"/>
Warps <input type="checkbox"/> Fenders <input type="checkbox"/>	Boom tent <input type="checkbox"/>	Sprayhood <input type="checkbox"/>	Dodgers <input type="checkbox"/>
Lazy Jack Bag <input type="checkbox"/>	CD <input type="checkbox"/>	TV <input type="checkbox"/>	Video <input type="checkbox"/>
Radio /cassette <input type="checkbox"/>	Searchlight <input type="checkbox"/>	Davits <input type="checkbox"/>	Others: /cont

**Section 7a**

Road Trailer	Type (2 Wheels or 4 Wheels)	Make	Last Serviced
Yard Trolley or Cradle	Type (Wheel Steered?)	Make	Last Serviced

**Section 8: Additional information** to help us sell your boat, please send as much information as you can.

1)

2)

3)

How long have you owned the boat?

How many previous owners?

Precisely where does the boat lay? Actual mooring area? Summer:

Winter:

Laid Up Ashore Location:

Where are the Keys?

Code Number for Padlocks?

**Section 9: Any known defects?**

## Section 10: History, Documentation & Pricing

Name & address of any joint or part owners, Mortgage or Hire Purchase Company involvement (if any):

Is there any outstanding finance on this vessel of any kind?

Has VAT been paid on the vessel?

If so, please state where and when:

Has it been subsequently reclaimed?

We require copies of Title Documents : Bill of Sale  VAT (proof paid after 1985)  Builder's cert

We cannot list your boat without seeing copies of the above documents. Please also supply a survey (if available) and any original sales brochures or magazine articles you have on the boat. These can all be returned to you on request.

Price at which your boat is to be offered, including commission

£

What is the net minimum you wish to achieve yourself?

£

Access to view and availability of key.	8.The Owner will instruct in writing in the form of a standard access to view form provided by the Broker the proprietor of the mooring or marina where the vessel lies to allow access by the Broker and shall make a key available to the proprietor for this purpose at all times.
Submission of offers.	9. The Broker undertakes to submit to the Owner offers received for the vessel regardless of whether such offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.
Notice of termination of agreement.	10. Without prejudice to the subsisting rights of the Broker or Owner under this agreement either party may terminate this agreement on giving 14 days notice in writing at any time to the other.
Termination on bankruptcy or liquidation of either party or on breach of agreement	11.This agreement shall terminate if either party goes (a) bankrupt or enters into liquidation whether compulsory or voluntary or compounds with his/its creditors or takes or suffers any similar action in consequence of debt. (b) Either party may terminate this agreement forthwith by notice in writing to the other if the other party commits a breach of any term of this agreement.
Interpretation	12. The word Owner shall include joint owners and any person acting with the written authority of the Owner or Part Owners of a yacht or vessel giving instructions for sale and the word Broker shall include any person or firm being a member of the Association of Brokers & Yacht Agents, Yacht Brokers Designers & Surveyors Association, Ship & Boat Builders National Federation or National Yacht Harbour Association receiving instructions for sale.
(To delete if inappropriate)	13. The Owner declares that this yacht is offered free of all import duties and other UK, EEC or foreign imposts in respect of which the Owner agrees to indemnify the Broker.
Proper Law	14. This agreement shall be construed according to and governed by the law of England (and or Scotland, if the Owner's address shall be in that country) and the parties hereby submit to the jurisdiction of the courts of the same countries.
Notices	15. Subject to express agreement to the contrary all instructions written or verbal are accepted on the understanding that the forgoing terms of business shall apply to each and every transaction and all notices to be served on the Owner shall be sufficiently served if the same be posted by recorded delivery post to the Owner's last known address

## COMMISSION CHARGES

Commission Rates are liable to VAT at 20%

Minimum brokerage fee is £500 + VAT

### BOAT VALUE

Up to £6,250

### RATE

£500 + VAT

£6,251 to £20,000 8% + VAT

Over £20,001 16% + VAT

(The Owner to delete as appropriate)

The Owner is / is not selling in the course of a business.

V.A.T. is / is not chargeable on the selling price.

Declaration as to correctness of particulars by the Owner.

1. The Owner hereby instructs the Broker to act as Agent for the sale of the above vessel, and declares that to the best of his knowledge and belief the particulars attached hereto or otherwise signed or supplied by the Owner are correct and that he has power to dispose of the above mentioned vessel with the concurrence of any Joint Owner or Mortgagee or Hire Purchase Company as may be mentioned above and all known declared and agrees to indemnify the Brokers should any of the information given prove to be incorrect in the event of any claim being proven by a purchaser.

The owner will accept that the Broker must qualify any particulars with the following disclaimer:

(The Owner to delete as appropriate)

In this case we are acting as Brokers only. The Vendor is / is not selling in the course of a business. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed. The particulars are intended only as a guide and they do not constitute a term of any contract. A prospective buyer is strongly advised to check the particulars and where appropriate at his own expense to employ a qualified Marine Surveyor to carry out a survey and /or to have an engine trial conducted which if conducted by us shall not imply any liability for such engine on our part.

Agreement by Owner to sign a contract on a sale being effected.

2. The Owner also agrees to sign a contract under the standard terms of the A.B.Y.A. and approved by the Royal Yachting Association, if so required by the Broker. A separate Director's indemnity may be required in the case of a company selling in the course of a business. The Broker shall perform all acts required to be performed by the Broker in such a contract (whether or not signed by the Owner at the request of the Broker).

Brokerage, commission and rates of same.

3. If the Broker shall introduce a prospective purchaser for the vessel and the sale is completed to such purchaser, the Owner agrees to pay commission on the eventual selling price at the rates shown below.

Retention by Broker of commission & outstanding charges.

4. On completion the Broker may deduct commission and V.A.T. thereon from the proceeds of sale, together with any monies due to other parties.

Proceeds of sale to be dealt with by Broker in a proper manner.

5. The Broker shall hold any deposit or purchase funds in an account designated Client Account and shall distribute the net proceeds of sale in accordance with the registered ownership, within 7 days of clearance of the final payment, or provision by the Owner of the certificate of Registry, and a properly executed Bill of Sale in favour of the purchaser or his nominee, showing the vessel to be free of encumbrances and where applicable, on transfer of clear title, whichever is the later.

Notification of alterations to price or location, withdrawal from sale or change of ownership.

6. The Owner agrees to advise the Broker of any change in the asking price or location of the vessel and undertakes that the vessel will not be offered at a lower price elsewhere and also undertakes immediately to notify the Broker if the boat is withdrawn, or sold elsewhere, and in the latter case to advise the Broker of the name of the purchaser. The Owner shall notify the broker of the names of other Brokers instructed at any time.

Owner responsible for insurance, cleaning, berthing etc.

7. The Owner confirms that the vessel is insured, and will remain insured until acceptance by a purchaser, and such insurance shall cover all viewing and sale arrangements, including slipping for survey, and sea trials. The Owner shall be responsible for all cleaning, maintenance, berthing, storage and security of the vessel until sold.

Checklist:

Photos  Survey  Title Documents  Brochure  Form signed  Keys  £100 Deposit Cheque

(authorised signatory in the case of a company)

I have read and agree with these conditions of brokerage

(Signed) ..... (Dated) .....